



REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: September 18, 2019

Department Director

Arnaldo Rodriguez, City Manager

Agenda Number: B-6

SUBJECT:

Consideration of a Resolution Approving 2019/2020 CDBG Agreements for Services with the Madera Coalition for Community Justice (MCCJ) in the amount of \$25,000.

Consideration of a Resolution Approving an Agreement for Services with the City of Madera Parks and Community Services (PCS) Department in the amount of \$39,238.

RECOMMENDATION:

Staff recommends City Council (Council) adopt a Resolution approving an agreement with MCCJ in the amount of \$25,000 to support its Youth Leadership Program and a Resolution approving an agreement with City of Madera PCS Department to provide Seniors with nutritious meals, support with healthy food choices, development of technology skills and education about fraud targeting seniors, in the amount of \$39,238.

SUMMARY:

Allocations to fund these programs were approved during the Council meeting on June 19, 2019. At a subsequent meeting on September 4, 2019, Council increased the original allocations to the amounts listed on these agreements. Both staff and the Block Grant Commission have reviewed the proposed projects and activities for consistency with the U.S. Department of Housing and Urban Development's (HUD) requirements and priorities for CDBG funding and determined that these activities meet HUD's criteria.

DISCUSSION:

Following HUD's initial review of the 2019/2020 Action Plan, staff incorporated HUD's recommendations on modifications of the Action Plan and obtained concurrence from the Block Grant Commission and approval from Council to make such modifications. The agreements represent the outcome of the approval. Council previously approved eight agreements under the

2019/2020 Action Plan. The two subject agreements would finalize all allocations and agreements for City's 2019/2020 Action Plan.

All of the funded programs and projects under this Action Plan align with the 2015/2019 Consolidated Plan priorities. The programs were also rated and ranked highest priorities by residents for the 2019/2020 Action Plan. Following tonight's meeting, staff will distribute agreements and resolutions to program and project awardees. Staff will hold agencies and City departments accountable for delivering their activities and projects by tracking quarterly reports and invoices and will keep Council apprised of such progress or of any concerns with the subrecipients' progress. Should there be a need to reprogram funds, staff will bring a recommendation to Council for consideration.

FINANCIAL IMPACT:

There is no impact to the General Fund given that the 2019/2020 Action Plan programs and projects will be funded through a federal grant.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

- *Strategy 332:* Youth Services: Expand comprehensive services for Madera's youth, including employment opportunities, community activities, sports programs, performing arts, and after-school programs.
- *Strategy 337:* Develop programs for Maderans of all ages with an emphasis on youth and senior activities.

ALTERNATIVES:

Potential Council alternatives include:

- Deny approval of the Agreements.
- Deny approval of the Resolutions.
- Direct staff to obtain new Agreements.
- Direct staff to draft new Resolutions.

ATTACHMENTS:

- Resolutions (2)
- Agreements (2)

RESOLUTION NO. 19-_____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A 2019/2020 COMMUNITY DEVELOPMENT
BLOCK GRANT AGREEMENT FOR SERVICES (\$25,000) WITH THE
MADERA COALITION FOR COMMUNITY JUSTICE**

WHEREAS, staff recommends Council approve the Agreement for Services with the Madera Coalition for Community Justice; and

WHEREAS, during a meeting on September 4, 2019, Council increased the original allocation to the amount included under this agreement; and

WHEREAS, both staff and the Block Grant Commission have reviewed this program for consistency with the U. S. Department of Housing and Urban Development's requirements and priorities for CDBG funding.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

1. The City Council approves the 2019/2020 Community Development Block Grant Agreement for Services with Madera Coalition for Community Justice in the amount of \$25,000.
2. A copy of the Agreement is attached hereto as Exhibit 1.
3. The Mayor is authorized and directed to execute said Agreement for and on behalf of the City of Madera.
4. The City Clerk is hereby authorized and directed to forward a copy of this Resolution to the Grant Administrator.
5. This Resolution is effective upon written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2019/2020 Action Plan approval.
6. The Director of Finance is hereby authorized to take such action to implement the terms of the Resolution.

* * *

Exhibit 1

**Madera Coalition for Community Justice
Youth Leadership Program**

AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

This Agreement is entered into, effective on the date of September 18, 2019.

PARTIES:

The City of Madera, hereafter referred to as "CITY", and Madera Coalition for Community Justice, hereafter referred to as the "CONTRACTOR."

RECITALS:

WHEREAS, the CITY has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California; and

WHEREAS, the Madera City Council has determined a program to support youth through a holistic approach to student's health and academic success, training in leadership and community engagement. To include parents in a 12-week leadership workshop. To empower at-risk students and provide a safe welcoming place to connect, share coping and stress reduction techniques to manage school while facing severe instability at home is eligible for funding under 24 CFR Part 570.201(c); and

WHEREAS, the CONTRACTOR is dedicated to establishing a partnership with the community to be progressive in nurturing a sense of community and contributing to community wellness; and

WHEREAS, the CONTRACTOR has submitted a project plan and budget consistent with the intent and purpose of the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and which has been approved by the CITY Council.

NOW THEREFORE, the parties hereto agree as follows:

1. Services

The CONTRACTOR shall provide all services and responsibilities as set forth in the project design, which is attached to this Agreement, marked as Exhibit "A," and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the CONTRACTOR in the performance of this Agreement and shall be documented to the CITY by the fifteenth (15th) day of the month following the end of the quarter. Allowable expenditures under this Agreement are specifically established and attached hereto marked Exhibit "B" and incorporated herein by reference.

The total obligation of the CITY under this Agreement shall not exceed \$25,000 in fiscal year 2019/2020. Any compensation not consumed by expenditures of the CONTRACTOR by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The CONTRACTOR shall disclose in all public information its funding source.

c. Lobbying Activity

The CONTRACTOR shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The CONTRACTOR shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The CONTRACTOR shall be subject to the same fiscal regulations imposed on CITY by the U. S. Department of Housing and Urban Development for the use of Community Development Block Grant funds.

Program Income

CONTRACTOR shall report quarterly all program income as required under 24 CFR 570.503(b)(3) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the CONTRACTOR shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the CONTRACTOR may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to CITY at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to CITY.

4. Compliance With Laws

If the CONTRACTOR receives CDBG funding under this Agreement, CONTRACTOR shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The CONTRACTOR and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Exhibit "C" attached hereto and incorporated herein by reference.

Administrative Requirements/Financial Management/Accounting Standards

CONTRACTOR agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

Costs Principles

CONTRACTOR shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

5. Contract Administrator

CITY shall retain the right to administer this Agreement to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof. CONTRACTOR and CITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

6. Period of Performance

The CONTRACTOR shall commence performance under this contract July 1, 2018 and shall end its performance June 30, 2019, unless terminated sooner as provided for elsewhere in this Agreement. Agreement may be extended upon written approval of the CITY.

7. Records

a. Record Establishment and Maintenance

CONTRACTOR shall establish and maintain records in accordance with those requirements prescribed by CITY, with respect to all matters covered by this Agreement. CONTRACTOR shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the CONTRACTOR shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the CONTRACTOR on account of such performance.

CONTRACTOR shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. Reports/Required Notifications

The CONTRACTOR shall submit reimbursement claims with substantiating invoices and time cards signed by both the employee and applicable Department Head/Authorizing Official. Reports shall consist of the Quarterly Reporting Form. This form is contained in Exhibit "A-1" attached hereto and incorporated herein by reference.

The CONTRACTOR shall also furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement. In the event that the CONTRACTOR fails to provide such reports, it shall be deemed sufficient cause for the CITY to withhold payments until there is compliance. In addition, the CONTRACTOR shall provide written notification and explanation to the CITY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

CITY shall notify CONTRACTOR in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be imperiled in the event that corrections are not accomplished by CONTRACTOR within thirty (30) days, written notification shall constitute CITY's intent to terminate this Agreement.

CONTRACTOR shall report to CITY promptly and in written detail, each notice of claim of copyright infringement received by CONTRACTOR with respect to all subject data delivered under this Agreement. CONTRACTOR shall not affix any restrictive markings upon any data. If markings are affixed, CITY shall have the right at any time to modify, remove, obliterate, or ignore such markings.

c. CDBG Reporting Requirements

The CITY will inform CONTRACTOR in writing if CDBG funds are provided under this Agreement, which require CONTRACTOR to submit an application or to complete a record as an integral part of receiving these funds.

CONTRACTOR shall submit with each quarterly invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of time cards and related pay stubs for reimbursement.

8. Assignment

CITY and CONTRACTOR may not assign, or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

9. Subcontracts

If the CONTRACTOR should propose to subcontract with one or more third parties to carry out a portion of those services described in Exhibit "A" insofar as it deems proper or efficient, any such subcontract shall be in writing and approved as to form and content by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the CONTRACTOR, shall not allow compensation greater than the total project budget contained in Exhibit "B." An executed copy of any such subcontract shall be received by the CITY before any implementation and shall be retained by the CITY.

The CONTRACTOR shall be responsible to the CITY for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the CONTRACTOR is subject to under this Agreement. No officer or director of the CONTRACTOR shall have any direct monetary interest in any subcontract made by the CONTRACTOR. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the CONTRACTOR is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the CONTRACTOR.

In addition, if the CONTRACTOR receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in Exhibit "C."

10. Conflict of Interest

No officer, employee, or agent of the CITY who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The CONTRACTOR shall comply with all Federal, State and local conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, employee, or agent of the CITY.

11. Discrimination

a. Eligibility for Services

The CONTRACTOR shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in Exhibit "A." No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The CONTRACTOR's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. CONTRACTOR, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by

calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. CONTRACTOR shall comply with requirements set forth in Exhibit D, Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

The CONTRACTOR shall comply with the CITY policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status or disability status in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the CITY shall withhold all further funds until the CONTRACTOR can show by clear and convincing evidence to the satisfaction of the CITY that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the CITY, no person shall be employed by the CONTRACTOR who is related by blood or marriage or who is a member of the Board of Directors or an officer of the CONTRACTOR. In the event HUD determines a CDBG-funded CONTRACTOR'S organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then CONTRACTOR shall accept all responsibility to return any CDBG funds received from CITY.

12. Termination

a. This Agreement may be immediately terminated by CITY for cause where in the determination of CITY, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the CITY hereunder constitute a waiver by the CITY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR, nor shall such payment impair or prejudice any remedy available to the CITY with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the CITY may, in its sole discretion, immediately suspend or terminate this Agreement.

c. CITY shall have the option to terminate this Agreement without obligation of CITY to reimburse CONTRACTOR from the date the Federal or State Government withholds or fails to disburse funds to CITY, in the event such government withholds or fails to disburse funds, CITY shall give CONTRACTOR notice of such funding limitation or termination within a reasonable time after CITY receives notices of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

13. Amendments

Adjustment of any line item within the total approved budget contained in Exhibit "B" or changes in the nature or scope of the program plan set forth in Exhibit "A" may be approved in writing by the City Administrator, or his designee.

14. Administration

The City of Madera Grants Administration Department shall administer this Agreement.

15. Evaluation

The CITY shall monitor and evaluate the performance of the CONTRACTOR under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan contained in Exhibit "A." The CONTRACTOR shall participate in evaluation of the program.

CONTRACTOR shall cooperate fully with CITY, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

CONTRACTOR shall also agree to on-site monitoring and personal interviews of participants, CONTRACTOR's staff, and employees by appropriate CITY staff on at least a quarterly basis.

16. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

17. Reversion of Assets

The CONTRACTOR must obtain prior written approval from the CITY whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the CONTRACTOR for a use which does not qualify under the CDBG program, the CONTRACTOR shall reimburse the CITY in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for

the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the CITY of these obligations.

18. Breach of Agreement

In the event the CONTRACTOR fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the CONTRACTOR's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the CONTRACTOR, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

19. No Third Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

20. Indemnification

IN THE EVENT HUD DETERMINES A CDBG-FUNDED CONTRACTOR HAS VIOLATED FEDERAL RULES AND REGULATIONS AND HUD REQUIRES REPAYMENT OF CDBG FUNDS, THEN CONTRACTOR SHALL REPAY ANY CDBG FUNDS WITHIN 90 DAYS OF A WRITTEN REQUEST FROM CITY.

Contractor shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Contractor's performance of its obligations under this agreement or out of the operations conducted by Contractor, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Contractor's performance of this agreement, the Contractor shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

21. Entire Agreement

This Agreement constitutes the entire agreement between CONTRACTOR and CITY with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

22. Insurance Requirements for Service Providers

Without limiting Service Provider's indemnification of City, and prior to commencement of Work, Service Provider shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Service Provider shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$1,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Service Provider shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Maintenance of Coverage

Service Provider shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Service Provider, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Service Provider shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements

must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Service Provider, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Service Provider hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)

Service Provider acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Service Provider of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Service Provider maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Service Provider.

Notice of Cancellation

Service Provider agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims

Service Provider shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Service Provider's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Service Provider shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

23. Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded CONTRACTOR has violated federal rules and regulations and HUD requires repayment of CDBG funds, then THE CONTRACTOR shall repay any CDBG funds within 90 days of a written request from CITY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date first written above.

CITY OF MADERA:

By: _____
Andrew J. Medellin, Mayor

Date: _____

ATTEST:

By: _____
Alicia Gonzales, City Clerk

Date: _____

**MADERA COALITION FOR
COMMUNITY JUSTICE**

By: LOURDES HERRERA
Lourdes Herrera, Executive Director

Date: 09/03/2019

APPROVED AS TO LEGAL FORM:

By: _____
Hilda Cantu Montoy, City Attorney

Date: _____

Exhibit A

Resilient Madera 2.0

Summary: The proposed project will build on the successful Resilient Madera I which was funded in FY 2018-19. Resilient 2.0 is specifically designed to help the low-income and young people of color in succeed and will target students who are significantly more likely to experience childhood trauma and have compounded obstacles to overcome before reaching their educational and career goals. Many of these students have many obstacles on their way to college and career paths. The Resilient Madera project will support youth through a holistic approach to student's health and academic success, while training in leadership and community engagement. During the course of the program, youth will engage in activities that contribute character development and promote acquisition of academic knowledge and skills in order to increase their likelihood of reaching their college and career goals. In concluding the program, youth within the cohort will be applying their newly developed leadership skills to develop community-driven campaigns to benefit their families, schools and neighborhoods. The teaching philosophy will be popular education and the methodology used will be small group activities, guest presentations, hands-on learning, role play and reflection. To empower at-risk students, MCCJ will first facilitate leadership training that provides them all the tools to excel academically, while acknowledging that they are in need of a support system that addresses their unique challenges and gives them skills to cope, reduce stress and become resilient leaders.

Problem Presented: Eastside Madera is the home of many low-income, Latino and farmworker families. Most exist on the economic and social margins of the community. Parents of these families lose control of their children when they enter middle school. The latter are offspring of recent immigrants. Many of these youth struggle to adapt to the American culture while retaining some of their rural Mexican identity. The confluence of these forces has wide-ranging consequences on the social life of these youth. Youth hanging out with nothing to do, detached from family influence, unfamiliar with and uncommitted to school, and in fear of the law, gradually become rooted in this negative subculture. It's no surprise that Madera has one of the highest gang affiliation rate per capita, juvenile arrests, felony convictions and incarceration.

Madera County- Stats.	Year	County	Rank in State
Teen Pregnancy	2012	44.6 per 1000 of youth gives birth	3rd highest county
High School Dropouts:	2013	14.7% of youth dropout of high school	10th highest county
Children Living in Areas of Concentrated Poverty	2008-2012	27.6% of youth live in concentrated poverty	5th highest county
Food Insecurity	2013	30.6% of youth live in food insecure households	10th highest county
Youth Incarceration	2013	9.5 per 1000 youth has a felony arrest	11th highest county

** All data sourced from kidsdata.org*

Research continues to show a direct link between childhood trauma (Adverse Childhood Experiences) and student's academic success, mental, emotional and physical health. We know that our students can not perform well in school while they are sick, and we must be innovative in our strategies of intervention. It's shown that children without support and protection from adults, children who experience toxic stress are at higher risk for health and social problems. Like other innovative youth development programs in the state, we believe the young people of

Exhibit A

Madera need more systems of social_emotional support alongside educational development in order to meet their day to day needs, reach their career and college potential success, become leaders in their communities and live long and healthy lives. "The Search Institute* identifies 40 measurable assets of young people, including support by parents or other adults, community service, involvement in extracurricular activity, academic goals, skill in making decisions, positive values, a positive view of one's own future, and social skills.⁴ In working to encourage young people to develop and rely on their own assets, the most promising programs focus on each young person's abilities while taking into consideration his/her individual family, social, cultural, and school environment. Such programs focus on developing young people's self-esteem, self-efficacy, and self-worth. The thrust of youth development—also known as life options—programs must be flexible to be able to meet the individual needs and build on the individual assets and strengths of each young participant. By tailoring services to meet the needs and build on the assets of the individual, these programs motivate young people to work toward achieving successful futures.

Existing Services: Given the thousands of youth in the City and the dearth of youth-serving programs, the overwhelming majority simply go unserved. There are other youth-serving entities but none in the manner proposed. It targets at-risk youth first and foremost. Project's approach to leadership is geared towards learning by service to community.

Complementary: To the extent practical, this project will supplement what currently exists. No duplication of services.

National Objective - Activities benefiting lower-income persons/households.

Measurable objectives - Youth services.

Workplan: Resilient Madera will be modeled on the successful leadership training initiative championed by ex-President Obama, "My Brother's Keeper." This initiative has since been adopted by communities and organizations to create successful programs such as: Alliance for Boys and Men of Color- supported by The California Endowment, La Cultura Cura- supporting young men and women to become leaders through culturally based practices, United Students- a project of East LA's Inner-City Struggle and Fresno Unified's Men's and Women's Alliance programs. All of these programs aim to help young people who traditionally struggle to graduate high school and go on to college.

The first component of this program seeks to provide a safe and welcoming place to connect, share coping and stress reduction techniques on how to manage school while facing severe instability at home and pressure to engage in gangs or other risky behaviors. The second goal of this program is to provide students who are less likely to graduate and go on to college, the information and support to be successful in a college or career path and to encourage growth in their self_esteem and facilitation skills, in order to make broad change in Madera. Whether they are focused on bullying on their school campus or advocating for better bus access in their area

Exhibit A

of town, they are experts in creating solutions to their communities' struggles and are capable of leading holistically supportive and genuine community engagement through circles and forums. There are three primary outcomes for the project: (1) Each session will be made up of 25-35 youth participants, with sessions held weekly. The program will run on a year-round basis, with curriculum cycles coinciding with the spring, summer and fall school schedule. Each curriculum cycle we will be accepting new students but youth are encouraged to stay with our program throughout their high school career. Each youth session will allow the participants to create a safe and connected circle of support with other young people and their adult allies. Throughout the sessions, youth will learn about mindfulness and other techniques to help counteract the effects of Adverse Childhood Experiences, to seek the help they need to succeed, to build self-esteem, efficacy and self-worth, to know what it feels like to be valued, engage in positive decision-making and to be a leader.

(2) MCCJ will build upon previous success and ongoing college-readiness/preparatory assistance. Students will learn about A-G coursework requirements. Seniors will be given a checklist of required filings and deadlines. All youth participants will create a personalized "Individual Empowerment Plan" to help them track progress and reach their goals. Students can participate at any point in the educational path. Whether they are just starting high school or graduating this year, we will work together to map out their path to college and career. Students will meet with counselors, college representatives and campus students while attending college campus tours (UC Merced, CSUFresno, a private university and UC Berkeley or Stanford). Parents will also be offered opportunities to engage as active participants in fulfilling their student's Individual Empowerment Plan.

(3) Youth from this program will be developing two service learning projects that involves environmental science. The exact topic can range from air quality to water safety. Youth will investigate to identify viable community issues, conduct research, gather and analyze data, plan design, implement and evaluate each project. The goals and objectives of the respective project will be determined by the youth team. The task of the youth-lead activities is designed to build team work to develop a community-driven campaign that addresses a local need.

Evaluation will measure program outcomes and process. Program effectiveness will be determined by comparing accomplishments to the stated objectives and activities that will be set forth in a work plan. Important criteria include completion of tasks, attaining recruitment goals and compliance with budget outlay. There are important indicators that will measure successes or failures. In terms of the youth: retention rate of over 60% of participants; increase knowledge confidence and skill in conducting research, planning, advocacy and evaluation; clear understanding and commitment to project mission; 75% of members participate in project activities, events and training; 60% of members participate in college outreach and preparation; establish stronger relationship with each other and with adult mentors; development of a core group of members who assume roles as mentors and trainers of fellow peers; and, increased knowledge of current

Exhibit A

events and local issues. Project shall document the additional service-learning project activities undertaken by youth. Reports will be made available to City upon request.

- See above. There will be periodic evaluations by participants and partners on the program and/or activities. These important "lessons learned" will be shared with participants, community partners, the organization and board. Process will be evaluated through quarterly activity and budget reports. Review and updates will be provided by the director to the board monthly.

Other Financial Resources & Other Fundraising Opportunities - There are no other application(s) pending for this project or planned. No fund raising anticipated.

Public Input – Survey conducted with parent and student groups. Their input directly caused the board of directors to direct of the continuance of Resilient Madera 2.0. No surveys data was kept.

Area of service - Services are confined to City of Madera.

Overflow of clients - Overflow of potential participants will be wait-listed and placed when there are openings.

Prior Success - Resilient 2.0 continue the very successful program (funded in 2016 & 2018) working with youth, by integrating the dynamic interaction of community service with academic learning and leadership development. The new proposal will expand it to include a parent component. The two-tier program will strengthen relationships between students, parents and community to support and compliment school learning and community engagement.

Past Performance - MCCJ has been receiving CDBG funding from City for many years including 2011-18 and has successfully completed the contracts despite some periodic reporting glitches.

Level of Services - No new or increased level of services will be provided.

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 2019 to June 30, 2020

NAME OF ORGANIZATION: **Madera Coalition for
Community Justice
219 S. D Street
Madera, CA 93638**

PROJECT TITLE: **Resilient Madera**

MONTH/QUARTER AND YEAR OF REPORT: _____, 20__

I. CLIENT INFORMATION:

1. Total number of clients receiving service this month: _____

2. Number of unduplicated individuals provided service this month: _____

3. Number of unduplicated individuals provided services year-to-date: _____

4. Number of people refused services this month: _____

Reason(s) services were denied: _____

**DEMOGRAPHIC INFORMATION OF THE UNDUPLICATED CLIENTS SERVED
THIS MONTH: (Items 5 through 10)**

5. Female Head of Household: _____

6. Income Level by Family Size:

Family Size	1	2	3	4	5	6	7	8
Maximum Annual Income	\$33,450	\$38,200	\$43,000	\$47,750	\$51,600	\$55,400	\$59,250	\$63,050
Minimum Annual Income	\$12,550	\$14,350	\$16,150	\$17,900	\$19,350	\$20,800	\$22,200	\$23,650
Total								

7. What outreach was done to reach and serve a broader representation of youth?

8. Provide details and documentation to demonstrate program participants are advancing their education or career development. This is in addition to the number and names of youth attending field trips to colleges.

9. Objectively demonstrate improvement to the program participant's skills because of participating in the program. Provide details and documentation to support a measurable outcome.

10. Provide data and/or explain how you can demonstrate that participation in the program is reducing dropout rates and unexcused absences in school.

II. LONG RANGE OBJECTIVES:

III. SHORT RANGE OBJECTIVES:

IV. SPECIFIC ACTIVITIES:

V. OUTCOMES ACHIEVED:

ACTIVITY REPORTS ARE DUE OCTOBER 15, JANUARY 15, APRIL 15 AND JULY 15. RETURN THE REPORTS TO:

Jorge Antonio Rojas
Program Manager - Grants
CITY OF MADERA
205 West Fourth Street
Madera, CA 93637
Phone: (559) 661-3693
Fax: (559) 674-2972
Email: jrojas@cityofmadera.com

REPORT PREPARED BY: _____

Date: _____

Date

Type of Assistance

Ethnic Categories*	Select One
Hispanic or Latino	
Not-Hispanic or Latino	
Racial Categories*	Select All that Apply
American Indian or Alaska Native	
Asian	
Black or African American	
Native Hawaiian or Other Pacific Islander	
White	
Other	

***Definitions of these categories may be found on the reverse side.**

Signature

Public reporting burden for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is authorized by the U.S. Housing Act of 1937 as amended, the Housing and Urban Rural Recovery Act of 1983 and Housing and Community Development Technical Amendments of 1984. This information is needed to be in compliance with OMB-mandated changes to Ethnicity and Race categories for recording the 50059 Data Requirements to HUD. This information is considered non-sensitive and does not require any special protection.

INSTRUCTIONS for the RACE and ETHNIC DATA REPORTING FORM

A. General Instructions

This form is to be completed by individuals wishing to be served (applicants) in programs assisted by the Department of Housing and Urban Development.

1. The two ethnic categories you should choose from are defined below. You should check one of the two categories.
 1. **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."
 2. **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
2. The five racial categories to choose from are defined below. You should check as many as apply to the individual.
 1. **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
 2. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
 3. **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black" or "African American."
 4. **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
 5. **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

Exhibit B

PROJECT BUDGET

INCOME SOURCE	AMOUNT	
CITY	25,000	
UNITED WAY		
STATE (SPECIFY)		
FEDERAL (SPECIFY)		
SERVICE FEES		
FUND RAISING		
DONATIONS		
RESERVE/CONTINGENCY		
OTHER (Provide Source)		
TOTAL BUDGET	25,000	
SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	15,500
BENEFITS	0150	3,400
SERVICES & SUPPLIES		1000
INSURANCE	0200	800
COMMUNICATIONS	0250	500
CONSULTANT SERVICES	0300	
OFFICE EXPENSE	0350	500
OFFICE RENTAL	0400	
EQUIPMENT RENTAL	0450	
UTILITIES	0500	
TRAVEL (ADMIN.)	0550	500
FOOD SUPPLIES	0600	
CONTRACTS	0650	
TRANSPORTATION	0700	2800
FUND RAISING	0750	
TOTAL		25,000

Exhibit C

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

- A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h)); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).
- B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.
- C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.
- D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).
- E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).
- F. Bidding requirements contained in the California Public Contracts Code.
- G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- H. Provisions of the California Water Code Section 55350 et. sequens.
- I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

Exhibit C

EXHIBIT C

- K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.
- L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.
- M. The lead based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).
- N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.
- O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.
- P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.
- Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).
- R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.
- S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.
- T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

Exhibit C

- U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.
- V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.
- W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.
- X. The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religious organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.
- Y. All contracts shall include a “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions” as required by 29 CFR Part 98.

Exhibit D

U.S. Department of Housing and Urban Development
COMMUNITY PLANNING AND DEVELOPMENT

Special Attention of:

All Secretary's Representatives
All State/Area Coordinators
All CPD Office Directors
All FHEO Field Offices
All CDBG Grantees

Notice CPD- 00-10

Issued: December 26, 2000

Expires: December 26, 2001

Subject: Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds -- Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act

I. Purpose

The purpose of this Notice is to remind recipients of Federal funds under the Community Development Block Grant (CDBG) Program of their obligation to comply with Section 504 of the Rehabilitation Act of 1973, HUD's implementing regulations (24 CFR Part 8), the Americans with Disabilities Act, (ADA) and its implementing regulations, (28 CFR Parts 35, 36), and the Architectural Barriers Act (ABA) and its implementing regulations (24 CFR Parts 40, 41) in connection with recipients' non-housing programs. This Notice describes key compliance elements for non-housing programs and facilities assisted under the CDBG programs. However, recipients should review the specific provisions of the ADA, Section 504, the ABA, and their implementing regulations in order to assure that their programs are administered in full compliance.

Applicability

This Notice applies to all non-housing programs and facilities assisted with Community Development Block Grant Funds (e.g. public facilities and public improvements, commercial buildings, office buildings, and other non-residential buildings) and facilities in which CDBG activities are undertaken (e.g., public services). A separate Notice is being issued concerning Federal accessibility requirements for housing programs assisted by recipients of CDBG and HOME program funds.

II. Section 504 of the Rehabilitation Act of 1973

Section 504 of the Rehabilitation Act of 1973, as amended, provides "No otherwise qualified individual with a disability in the United States ... shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance...". HUD's regulations implementing the Section 504 requirements can be found at 24 CFR Part 8.

Distribution: W-3-1

Exhibit D

Part 8 requires that recipients ensure that their programs are accessible to and usable by persons with disabilities. Part 8 also prohibits recipients from employment discrimination based upon disability.

The Section 504 regulations define "recipient" as any State or its political subdivision, any instrumentality of a State or its political subdivision, any public or private agency, institution organization, or other entity or any person to which Federal financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignee, or transferee of a recipient, but excluding the ultimate beneficiary of the assistance. (24 CFR §8.3) For the purposes of Part 8, recipients include States and localities that are grantees and subgrantees under the CDBG program, their subrecipients, community-based development organizations, businesses, and any other entity that receives CDBG assistance, but not low and moderate income beneficiaries of the program. CDBG grantees are responsible for establishing policies and practices that they will use to monitor compliance of all covered programs, activities, or work performed by their subrecipients, contractors, subcontractors, management agents, etc.

Non-housing Programs

New Construction -- Part 8 requires that new non-housing facilities constructed by recipients of Federal financial assistance shall be designed and constructed to be readily accessible to and usable by persons with disabilities. (24 CFR §8.21(a))

Alterations to facilities -- Part 8 requires to the maximum extent feasible, that recipients make alterations to existing non-housing facilities to ensure that such facilities are readily accessible to and usable by individuals with disabilities. An element of an existing non-housing facility need not be made accessible, if doing so, would impose undue financial and administrative burdens on the operation of the recipients program or activity. (24 CFR §8.21 (b))

Existing non-housing facilities - A recipient is obligated to operate each non-housing program or activity so that, when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. (24 CFR §8.21 (c))

Recipients are not necessarily required to make each of their existing non-housing facilities accessible to and usable by persons with disabilities if when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. 24 CFR §8.21(c)(1) Recipients are also not required to take any action that they can demonstrate would result in a fundamental alteration in the nature of its program or activity or cause an undue administrative and financial burden. However, recipients are still required to take other actions that would not result in such alterations, but would nevertheless ensure that persons with disabilities receive the benefits and services of the program. (24 CFR §8.21(c)(iii))

Historic Preservation - Recipients are not required to take any actions that would result in a substantial impairment of significant historic features of an historic property, However, in such cases where a physical alteration is not required, the recipient is still obligated to use alternative means to achieve program accessibility, including using audio-visual materials and devices to depict those portions of

Exhibit D

an historic property that cannot be made accessible, assigning persons to guide persons with disabilities into or through portions of historic properties that cannot be made accessible, or otherwise adopting other innovative methods so that individuals with disabilities can still benefit from the program. (24CFR §8.21(c)(2)(ii))

Accessibility Standards

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities.

Recipients may depart from particular technical and scoping requirements of UFAS where substantially equivalent or greater accessibility and usability is provided. (24 CFR §8.32) For copies of UFAS, contact the HUD Distribution Center at 1-800-767-7468; deaf, hard of hearing, or speech-impaired persons may access this number via TTY by calling the Federal Information Relay Service at 1-800-877-8339.

Where a property is subject to more than one law or accessibility standard, it is necessary to comply with all applicable requirements. In some cases, it may be possible to do this by complying with the stricter requirement, however, it is also important to ensure that meeting the stricter requirement also meets both the scoping and technical requirements of overlapping laws or standards.

Employment

Section 504 also prohibits discrimination based upon disability in employment. See 24 CFR Part 8, Subpart B.

Section 504 Self Evaluations

The Section 504 regulations required recipients of Federal financial assistance to conduct a self-evaluation of their policies and practices to determine if they were consistent with the law's requirements. This self evaluation was to have been completed no later than July 11, 1989. Title II of the ADA imposed this requirement on all covered public entities. The ADA regulations required that ADA self evaluations be completed by January 26, 1993, although those public entities that had already performed a Section 504 self evaluation were only required to perform a self-evaluation on those policies and practices that had not been included in the Section 504 review.

The regulatory deadlines are long past. However, self-evaluation continues to be an excellent management tool for ensuring that a recipient's current policies and procedures comply with the requirements of Section 504 and the ADA.

Involving persons with disabilities in the self-evaluation process is very beneficial. This will assure the most meaningful result for both the recipient and for persons with disabilities who participate in the recipient's programs and activities. It is important to involve persons and/or organizations representing persons with disabilities, and agencies or other experts who work regularly with accessibility standards.

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Important steps in conducting a self-evaluation and implementing its results include the following:

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face, but may have a discriminatory effect on individuals with disabilities.
- Modify any policies and practices that are not or may not be in compliance with Section 504 or Title II and Title III of the ADA regulations. (See 24 CFR Part 8 and 28 CFR Parts 35, 36.)
- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.
- Document the self-evaluation process and activities. The Department recommends that all recipients keep the self-evaluation on file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps, as an aid to meeting the requirement at 24 CFR Part 8.55.

The Department also recommends that recipients periodically update the self-evaluation, particularly, for example, if there have been changes in the programs and services of the agency. In addition, public entities covered by Title II of the ADA should review any policies and practices that were not included in their Section 504 self-evaluation and should modify discriminatory policies and practices accordingly.

III. The Americans With Disabilities Act of 1990

The Americans With Disabilities Act of 1990 (ADA) guarantees equal opportunities for persons with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. Unlike Section 504 which applies only to programs and activities receiving Federal financial assistance, the ADA applies even if no Federal financial assistance is given.

The U.S. Department of Justice enforces Titles I, II, and III of the ADA, although the Equal Employment Opportunity Commission investigates administrative complaints involving Title I.

Title I prohibits discrimination in employment based upon disability. The regulations implementing Title I are found at 29 CFR Part 1630. The Equal Employment Opportunity Commission (EEOC) offers technical assistance on the ADA provisions applying to employment.

These can be obtained at the EEOC web site www.eeoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

Exhibit D

Title II prohibits discrimination based on disability by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, local governments and other entities that do not receive Federal financial assistance from HUD or another Federal agency. CDBG grantees are covered by both Title II and Section 504. The Department of Justice Title II regulations are found at 28 CFR Part 35.

Title II also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. (28 CFR §35.151 (a) & (b)) Facilities constructed or altered in conformance with either UFAS or the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the Title II Accessibility requirements, except that the elevator exemption contained at section 4.1.3(5) and section 4.1.6(1)(j) of ADAAG shall not apply. (28CFR §35.151 (c))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered street level pedestrian walkways must have curb ramps at intersections. Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways. (28CFR §35.151 (e))

The Title II regulations required that by January 26, 1993, public entities (State or local governments) conduct a self-evaluation to review their current policies and practices to identify and correct any requirements that were not consistent with the regulation. Public entities that employed more than 50 persons were required to maintain their self-evaluations on file and make it available for three years. If a public entity had already completed a self-evaluation under Section 504 of the Rehabilitation Act, then the ADA only required it to do a self-evaluation of those policies and practices that were not included in the previous self-evaluation. (28 CFR §35.105)

The Department of Justice offers technical assistance on Title II through its web page at www.usdoj.gov/crt/ada/taprogram.htm, and through its ADA Information Line, at 202 514-0301 (voice and 202-514-0383 (TTY)). The Department of Justice's technical assistance materials include among others, the Title II Technical Assistance Manual with Yearly Supplements, the ADA guide for Small Towns, and an ADA Guide entitled The ADA and City Governments: Common Problems.

Title III prohibits discrimination based upon disability in places of public accommodation (businesses and non-profit agencies that serve the public) and "commercial" facilities (other businesses). It applies regardless of whether the public accommodation or commercial facility is operated by a private or public entity, or by a for profit or not for profit business. The Department of Justice Title III regulations are found at 28 CFR Part 36. The Department of Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

Exhibit D

Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

IV. The Architectural Barriers Act of 1968

The Architectural Barriers Act of 1968 (ABA) (42 U.S.C. 4151-4157) requires that certain buildings financed with Federal funds must be designed, constructed, or altered in accordance with standards that ensure accessibility for persons with physical disabilities. The ABA covers any building or facility financed in whole or in part with Federal funds, except privately-owned residential structures. Covered buildings and facilities designed, constructed, or altered with CDBG funds are subject to the ABA and must comply with the Uniform Federal Accessibility Standards (UFAS). (24 CFR 570.614) In practice, buildings built to meet the requirements of Section 504 and the ADA, will conform to the requirements of the ABA.

V. HUD Resources Available Concerning Section 504

Further information concerning compliance with Section 504 may be obtained through the HUD web page (<http://www.hud.gov/fhe/504/sect504.html>). Additional assistance and information may be obtained by contacting the local Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity field office. Below is a list of the phone numbers for these offices.

	<u>CPD</u>	<u>FHEO</u>
Boston, MA	617 565-5345	617 565-5310
Hartford, CT	806 240-4800 x3059	860 240-4800
New York, NY	212 264-0771 x3422	212 264-1290
Buffalo, NY	716 551-5755 x5800	716 551-5755
Newark, NJ	973 622-7900 x3300	973 622-7900
Philadelphia, PA	215 656-0624 x3201	215 656-0661
Pittsburgh, PA	412 644-2999	412 355-3167
Baltimore, MD	410 962-2520 x3071	410 962-2520
Richmond, VA	804 278-4503 x3229	804 278-4504
Washington, DC	202 275-0994 x3163	202 275-0848
Atlanta, GA	404 331-5001 x2449	404 331-1798
Birmingham, AL	205 290-7630 x1027	205 290-7630
South Florida	305 536-4431 x2223	305 536-4479
Jacksonville, FL	904 232-1777 x2136	904 232-1777
San Juan, PR	787 766-5400 x2005	787 766-5400
Louisville, KY	502 582-6163 x214	502 582-6163 x230
Jackson, MS	601 965-4700 x3140	601 965-4700 x2435
Knoxville, TN	865 545-4391 x121	865 545-4379
Greensboro, NC	336 547-4005	336 547-4050
Columbia, SC	803 765-5564	803 765-5936
Chicago, IL	312 353-1696 x2702	312 353-7776
Minneapolis, MN	612 370-3019 x2107	612 370-3185

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Detroit, MI	313 226-7908 x8055	313 226-6280
Milwaukee, WI	414 297-3214 x8100	414 297-3214
Columbus, OH	614 469-5737 x8240	614 469-5737 x8170
Indianapolis, IN	317 226-6303 x6790	317 226-7654
Little Rock, AK	501 324-6375	501 324-6296
Oklahoma City, OK	405 553-7569	405 553-7426
Kansas City, KS	913 551-5485	913 551-5834
Omaha, NE	402 492-3181	402 492-3109
St. Louis, MO	314 539-6524	314 539-6327
<hr/>		
New Orleans, LA	504 589-7212 x3047	504 589-7219
Fort Worth, TX	817 978-5934 x5951	817 978-5870
San Antonio, TX	210 475-6820 x2293	210 475-6885
Albuquerque, NM	505 346-7271 x7361	505 346-7327
Denver, CO	303 672-5414 x1326	303 672-5437
San Francisco, CA	415 436-6597	415 436-6569
Los Angeles, CA	213 894-8000 x3300	213 894-8000 x3400
Honolulu, HI	808 522-8180 x264	808 522-8180
Phoenix, AZ	602 379-4754	602 379-6699 5261
Seattle, WA	206 220-5150 x3606	206 220-5170
Portland, OR	503 326-7018	503 326-3349
Manchester, NH	603 666-7640 x7633	
Anchorage, AK	907 271-3669	
Houston, TX		713 313-2274

Distribution: W-3-1

Resolution No. 19-_____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF
MADERA, CALIFORNIA, APPROVING A 2019/2020 COMMUNITY
DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES (\$39,238) WITH THE
CITY OF MADERA PARKS AND COMMUNITY SERVICES DEPARTMENT**

WHEREAS, staff recommends Council approve the Agreement for Services with the Parks and Community Services Department; and

WHEREAS, during a meeting on September 4, 2019, Council increased the original allocation to the amount included under this agreement; and

WHEREAS, both staff and the Block Grant Commission have reviewed this program for consistency with the U.S. Department of Housing and Urban Development's requirements and priorities for CDBG funding.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

1. The City Council approves the 2019/2020 Community Development Block Grant Agreement for Services with the City of Madera Parks and Community Services Department in the amount of \$39,238.
2. A copy of the Agreement is attached hereto as Exhibit 1.
3. The Mayor is authorized and directed to execute said Agreement for and on behalf of the City of Madera.
4. The City Clerk is hereby authorized and directed to forward a copy of this Resolution to the Grant Administrator.
5. This Resolution is effective upon written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2019/2020 Action Plan approval.
6. The Director of Finance is hereby authorized to take such action to implement the terms of the Resolution.

* * *

Exhibit 1
Parks and Community
Services Department
Senior Services Program

AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

This Agreement is entered into, effective on the date of September 18, 2019, between The City of Madera hereafter referred to as "CITY", and the City of Madera Parks and Community Services Department, hereafter referred to as the "CONTRACTOR."

WHEREAS, the CITY has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California; and

WHEREAS, the Madera City Council has determined a program to support staffing, supplies and associated programming costs for recreation and enrichment at two congregate sites with a meal program at each site is eligible for funding under 24 CFR Part 570.201(c); and

WHEREAS, the CONTRACTOR is dedicated to establishing a partnership with the community to be progressive in nurturing a sense of community and contributing to community wellness; and

WHEREAS, the CONTRACTOR has submitted a project plan and budget to provide seniors with recreation health, wellness and nutrition at two congregate sites which is consistent with the intent and purpose of the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and which has been approved by the City Council.

WHEREAS,

NOW THEREFORE, the parties hereto agree as follows:

1. Services

The CONTRACTOR shall provide all services and responsibilities as set forth in the project design, which is attached to this Agreement, marked as Exhibit "A," and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the CONTRACTOR in the performance of this Agreement and shall be documented to the CITY by the fifteenth (15th) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established in accordance with Exhibit "B" which is incorporated herein by reference. The total obligation of the CITY under this Agreement shall not exceed \$39,238 in fiscal year 2019/2020. Any compensation not consumed by expenditures of the CONTRACTOR by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The CONTRACTOR shall disclose in all public information its funding source.

c. Lobbying Activity

The CONTRACTOR shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The CONTRACTOR shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The CONTRACTOR shall be subject to the same fiscal regulations imposed on CITY by the U. S. Department of Housing and Urban Development for the use of Community Development Block Grant funds.

Program Income

CONTRACTOR shall report quarterly all program income as required under 24 CFR 570.503(b)(3) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the CONTRACTOR shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the CONTRACTOR may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to CITY at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to CITY.

4. Compliance With Laws

If the CONTRACTOR receives CDBG funding under this Agreement, CONTRACTOR shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The CONTRACTOR and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Exhibit "C" attached hereto and incorporated herein by reference.

Administrative Requirements/Financial Management/Accounting Standards

CONTRACTOR agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

Costs Principles

CONTRACTOR shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

5. Contract Administrator

CITY shall retain the right to administer this Agreement to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions of this Agreement. CONTRACTOR and CITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

6. Period of Performance

The CONTRACTOR shall commence performance under this contract July 1, 2019 and shall end its performance June 30, 2020, unless terminated sooner as provided for elsewhere in this Agreement. Agreement may be extended upon written approval of the CITY.

7. Records

a. Record Establishment and Maintenance

CONTRACTOR shall establish and maintain records in accordance with those requirements prescribed by CITY, with respect to all matters covered by this Agreement. CONTRACTOR shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the CONTRACTOR shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the CONTRACTOR on account of such performance.

CONTRACTOR shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and

7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. Reports/Required Notifications

The CONTRACTOR shall submit reimbursement claims with substantiating invoices and time cards signed by both the employee and applicable Department Head/Authorizing Official. Reports shall consist of the Quarterly Reporting Form. This form is contained in Exhibit "A-1" attached hereto and incorporated herein by reference.

The CONTRACTOR shall also furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement. In the event that the CONTRACTOR fails to provide such reports, it shall be deemed sufficient cause for the CITY to withhold payments until there is compliance. In addition, the CONTRACTOR shall provide written notification and explanation to the CITY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

CITY shall notify CONTRACTOR in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be imperiled in the event that corrections are not accomplished by CONTRACTOR within thirty (30) days, written notification shall constitute CITY's intent to terminate this Agreement.

CONTRACTOR shall report to CITY promptly and in written detail, each notice of claim of copyright infringement received by CONTRACTOR with respect to all subject data delivered under this Agreement. CONTRACTOR shall not affix any restrictive markings upon any data. If markings are affixed, CITY shall have the right at any time to modify, remove, obliterate, or ignore such markings.

c. CDBG Reporting Requirements

The CITY will inform CONTRACTOR in writing if CDBG funds are provided under this Agreement, which require CONTRACTOR to submit an application or to complete a record as an integral part of receiving these funds.

CONTRACTOR shall submit with each quarterly invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of time cards and related pay stubs for reimbursement.

8. Assignment

CITY and CONTRACTOR may not assign, or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

9. Subcontracts

If the CONTRACTOR should propose to subcontract with one or more third parties to carry out a portion of those services described in Exhibit "A" insofar as it deems proper or efficient, any such subcontract shall be in writing and approved as to form and content by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the CONTRACTOR, shall not allow compensation greater than the total project budget contained in Exhibit "B." An executed copy of any such subcontract shall be received by the CITY before any implementation and shall be retained by the CITY.

The CONTRACTOR shall be responsible to the CITY for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the CONTRACTOR is subject to under this Agreement. No officer or director of the CONTRACTOR shall have any direct monetary interest in any subcontract made by the CONTRACTOR. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the CONTRACTOR is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the CONTRACTOR.

In addition, if the CONTRACTOR receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in Exhibit "C."

10. Conflict of Interest

No officer, employee, or agent of the CITY who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The CONTRACTOR shall comply with all Federal, State and local conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, employee, or agent of the CITY.

11. Discrimination

a. Eligibility for Services

The CONTRACTOR shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in Exhibit "A." No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The CONTRACTOR's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. CONTRACTOR, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. CONTRACTOR shall comply with requirements set forth in Exhibit D, Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

The CONTRACTOR shall comply with the CITY policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status or disability status in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the CITY shall withhold all further funds until the CONTRACTOR can show by clear and convincing evidence to the satisfaction of the CITY that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the CITY, no person shall be employed by the CONTRACTOR who is related by blood or marriage or who is a member of the Board of Directors or an officer of the CONTRACTOR. In the event HUD determines a CDBG-funded CONTRACTOR'S organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then CONTRACTOR shall accept all responsibility to return any CDBG funds received from CITY.

12. Termination

a. This Agreement may be immediately terminated by CITY for cause where in the determination of CITY, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the CITY hereunder constitute a waiver by the CITY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR, nor shall such payment impair or prejudice any remedy available to the CITY with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the CITY may, in its sole discretion, immediately suspend or terminate this Agreement.

c. CITY shall have the option to terminate this Agreement without obligation of CITY to reimburse CONTRACTOR from the date the Federal or State Government withholds or fails to disburse funds to CITY, in the event such government withholds or fails to disburse funds, CITY shall give CONTRACTOR notice of such funding limitation or termination within a reasonable time after CITY receives notices of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

13. Amendments

Adjustment of any line item within the total approved budget contained in Exhibit "B" or changes in the nature or scope of the program plan set forth in Exhibit "A" may be approved in writing by the City Administrator, or his designee.

14. Administration

The City of Madera Grants Administration Department shall administer this Agreement.

15. Evaluation

The CITY shall monitor and evaluate the performance of the CONTRACTOR under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan contained in Exhibit "A." The CONTRACTOR shall participate in evaluation of the program.

CONTRACTOR shall cooperate fully with CITY, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

CONTRACTOR shall also agree to on-site monitoring and personal interviews of participants, CONTRACTOR's staff, and employees by appropriate CITY staff on at least a quarterly basis.

16. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

17. Reversion of Assets

The CONTRACTOR must obtain prior written approval from the CITY whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the CONTRACTOR for a use which does not qualify under the CDBG program, the CONTRACTOR shall reimburse the CITY in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the CITY of these obligations.

18. Breach of Agreement

In the event the CONTRACTOR fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the CONTRACTOR's failure as a material breach of this Agreement and utilize any

of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the CONTRACTOR, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

19. No Third Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

20. Indemnification

Contractor shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Contractor's performance of its obligations under this agreement or out of the operations conducted by Contractor, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Contractor's performance of this agreement, the Contractor shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

21. Entire Agreement

This Agreement constitutes the entire agreement between CONTRACTOR and CITY with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date first written above.

CITY OF MADERA:

CITY OF MADERA PARKS AND COMMUNITY SERVICES DEPARTMENT

By: _____
Andrew J. Medellin, Mayor

By: _____
John Scarborough, Interim Parks Director

Date: _____

Date: _____

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Alicia Gonzales, City Clerk

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

Date: _____

RECEIVED
5-6-19 9R
4:33 PM

GRANT APPLICATION SUBMITTAL CHECKLIST (To Be Submitted with Application)

For All Grant Applicants (Include all the following in your application)

<p>1 original completed application</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Font: 12 point <input checked="" type="checkbox"/> Paper: 8 1/2 x 11 <input checked="" type="checkbox"/> Single-sided, <u>no double-sided pages</u>, single-spaced and numbered consecutively <input checked="" type="checkbox"/> One-inch top, bottom, left and right margins <input checked="" type="checkbox"/> Stapled, upper left-hand corner, <u>not bound</u> <input checked="" type="checkbox"/> Double-checked for grammar and spelling errors <input checked="" type="checkbox"/> No emailed applications <input checked="" type="checkbox"/> No dividers 	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Grant Application Coversheet
	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Program/Project Narrative (Background, Need, Work Plan Narrative, Evaluation, Significance & Applicability)
	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Program/Project Timeline
	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Budget Table
	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Supporting Documentation (Staff Work Experience/Knowledge/Education Narrative for Key Staff Including Project Lead, 2-Page Limit Per Individual)
	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Marketing/Outreach Plan
	<ul style="list-style-type: none"> <input type="checkbox"/> Client Eligibility/Income Verification Plan (If Not Assumed Benefit)
	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Letters of Support

CITY OF MADERA
CDBG 2019/2020 GRANT CYCLE
APPLICATION COVERSHEET

Applicant Name:

City of Madera – Parks & Community Services Department

Physical Address: (Street, City, State, Zip Code)

701 East 5th Street, Madera, CA 93638

Mailing Address: (Street, City, State, Zip Code)

701 East 5th Street, Madera, CA 93638

Program Name:

Madera Senior Nutrition and Recreation Programs

Non-profit Federal Internal Revenue Code Section 5019(c)(3) status:

Tax ID Number: 94-6000365

Grant Administrator – Manages Day-to-Day Tasks of Program

First and Last Name and Title

Mary Anne Seay, Director of Parks & Community Services

Grant Administrator Telephone Number and Email Address

559.661.5491 mseay@cityofmadera.gov

Amount Requested:

\$100,000

Additional Sources and Amounts:

FMAAA (approximately \$24,000); senior donations (\$3,300); fundraising (\$4,500); and City of Madera's General Fund (approximately \$,000).

CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE 2019/2020 PROPOSAL APPLICATION
PART 1 (PAGES 3 THROUGH 8)

Priority Needs for the 2019/2020 Action Plan	
Homeless Services and Facilities	To provide funding for services and facilities serving the homeless, persons and households at risk of homelessness
Youth Services	Programs to engage youth in leadership, college readiness, employment and life skills training.
Senior Services	Programs, services and community facilities to support seniors' wellness, nutrition and recreation.
Public Facility Improvements	Installation or reconstruction of high priority public facilities and improvements to parks, storm drainage, sewer and water facilities, streets, bike lanes and sidewalks.

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services.	7,000	
2. Indicate the total number of <u>unduplicated</u> clients you intend to serve during the term of this proposed program/service (12 months).	500	
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	Yes	No
		X
4. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the criteria.)		X
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)		X

If yes to No. 3 above, then please explain and limit your response to the space below.

Provide the following demographic information for the total number of unduplicated clients as indicated in No. 2 above:

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
						20	100	380
GENDER	Female	350						
	Male	150						
FEMALE HEAD								

Ethnic Categories*	No.
Hispanic or Latino	350
Not-Hispanic or Latino	150
Racial Categories*	
American Indian or Alaska Native	6
Asian	0
Black or African American	30
Native Hawaiian or Other Pacific Islander	2
White	120
Other	342

***Definitions of these categories may be found on the next page.**

Public reporting burden for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is authorized by the U.S. Housing Act of 1937 as amended, the Housing and Urban Rural Recovery Act of 1983 and Housing and Community Development Technical Amendments of 1984. This information is needed to be in compliance with OMB-mandated changes to Ethnicity and Race categories for recording the 50059 Data Requirements to HUD. This information is considered non-sensitive and does not require any special protection.

Hispanic or Latino. A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term “Spanish origin” can be used in addition to “Hispanic” or “Latino.”

Not Hispanic or Latino. A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

American Indian or Alaska Native. A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.

Asian. A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.

Black or African American. A person having origins in any of the black racial groups of Africa. Terms such as “Haitian” or “Negro” can be used in addition to “Black” or “African American.”

Native Hawaiian or Other Pacific Islander. A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White. A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? Madera City Council meets twice per month; the first and third Wednesday of each month. In the event a regularly scheduled meeting lands on a holiday, the Council meets the following business day.

What was the average number of Board members attending meetings last year? 7

Based on the bylaws, what is the minimum and maximum number of seats on the Board?

4 Minimum 7 Maximum

Please provide the following information:

Date of Incorporation: 1907

IRS Employer Number: 94-6000365

Attach current Board of Directors' roster, including the names, addresses, occupations and number of years served on the Board.

Andrew J. Medellin, Mayor, Mayor, Self-employed, 8 years of service
Cecelia Gallegos, Council Member, Teacher, 3 years of service
Jose Rodriguez, Council Member, Self-employed, 2 years
Steve Montes, Mayor Pro-Tem, Code Enforcement for City of Fresno, 2 months of service
Derek O. Robinson Sr., Council Member, Retired, 7 years of service
Santos Garcia, Council Member, Central Valley Labor Council, 2 months of service
Donald E. Holley, Council Member, Retired, 7 years of service

The Mayor and each Council Member may be reached at the following:

Madera City Hall
205 W. 4th Street
Madera, CA 93637
(559) 661-5409

FINANCIAL:

How often are financial records audited, and by whom? Senior Service budgets are tracked regularly by staff. Internal Parks & Community Service Department practice is to review budgets on a quarterly basis. The Senior Program is subject to being audited twice annually. Separate audits occur by the Fresno Madera Agency on Aging and by Price Paige and Company; they can be reached at (559) 299-9540, fax (559) 299-2344 or website www.ppcpas.com.

Are the treasurer and/or other financial officers bonded? Yes

If so, for how much? \$1,000,000

List any judgments or pending lawsuits against the agency or program:

None

List any outstanding obligations:

None

PART 2. For the following, submit your responses below each discussion item and question and follow these instructions. •Use 12-point font. •Do not exceed four, single-sided, single-spaced pages and do not alter the margins.

SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED: (Describe the community need or problem to be addressed by the proposed program. State how and by whom the need was identified. Cite your sources (e.g., U.S. 20XX Census Data Table X.)

The City of Madera's Parks & Community Services (PCS) Department offers programs and services for the senior citizens of Madera. Seniors are defined as individuals 60 years of age and older. In recent years, staff has charted increased attendance in each of our program areas because of aggressive CDBG goals, an improved marketing & program plan as well as an increasing senior population. While the interest and demand for senior services continue to grow in Madera, revenues have continued to decline. Without additional sources of funding, the City of Madera would have no recourse but to reduce existing service levels to Madera's seniors.

Parks & Community Services employees manage senior services and programs at two congregate sites in addition to providing home-bound meal deliveries (Meals on Wheels) throughout the City. Staff is seeking Community Development Block Grant (CDBG) resources in the amount of \$100,000 to support staffing, supplies and associated programming costs for our suite of senior activities which are in Madera's disadvantaged neighborhoods at the Frank Bergon Senior Center and the Pan American Community Center.

The requested CDBG funding would enable the City to continue to host and enhance the following programs and services for seniors:

- 1. Senior Meal Program** – The City of Madera provides a nutritious and balanced meal five days per week throughout the year, excluding holidays at our two senior sites. The Meals on Wheels program delivers 7 nutritious meals per week, including fresh vegetables/fruits, milk and bread to qualified home bound seniors. When resources are available from another funding source, Fresno Madera Agency on Aging (FMAAA), additional snacks and/or shelf stable meal packages are also provided.
- 2. Wellness and Nutrition Programs** – Fitness programs offered throughout the week could include Tai-Chi, aerobics, Yoga, walking, Zumba, balance & stretching and others. Nutritional healthy food education/classes are provided on a regular basis. Presentations on enhancing wellness, improving healthy living, managing depression, and safety at home are given regularly.
- 3. Recreation and Educational Programs** – The City augments its daily service for seniors with a variety of recreation and educational programs that includes discussions on senior fraud/scams led by local law enforcement, technology related programs, arts & crafts, social dances, karaoke, and a wide variety of local excursions and regional trips.

EXISTING SERVICES: List other agencies currently addressing the need or problem described above.

The City of Madera is the only agency within the City that provides seniors with home delivered and congregate meal services and the variety of programs within the city limits that the City's Parks and Community Services Department offers.

Explain how your program supplements or complements existing services without duplicating them.

Not applicable.

Describe the method used to measure the effectiveness (outcomes) of services. Identify measurable goals and objectives. Attach a copy of the program's evaluation documentation.

Goal #1: The City will implement new local and regional recreational and educational programs for seniors. Participants will self-report a greater understanding of their community and a healthier life style.

Objective #1: The City will provide regional excursions that expose seniors to art galleries, special cultural events, garden exhibits, farmer's markets, and marketplace experiences that promote lifelong learning of the arts and exposure to various cultures.

Objective #2: The excursions will provide the senior with opportunities to socialize, exercise through walking, shop for healthy fruits and vegetables and promote a better quality of life.

Goal #2: The City will implement new wellness and recreation programs for seniors. Participants will self-report greater life satisfaction and wellness as a result of participating in City provided programming.

Objective #1: The City will provide wellness presentations and programs for seniors to socialize and meet new friends thus providing a wellness experience that promotes healthier self-esteem.

Objective #2: The City will provide a monthly social dance program for seniors to interact and socialize. The art of dancing is a great exercise activity that provides greater range of motion movement, better balance and a sense of wellbeing.

The City of Madera's Senior Service Programs have a system of checks and balances to ensure efficiencies, goal achievement and quality service. In addition to regular site visits, staff observation, employee evaluations, and program audits, we distribute and collect regular customer satisfaction surveys. The data collected from these surveys is compiled, analyzed and used as a means to grow and improve service. (See attached employee evaluation, visitation check-list, and customer satisfaction service survey.)

Which National Objective does your program meet?

The City of Madera Senior Service Program meets the national objective of benefiting low and moderate-income persons. Most program participants in the City of Madera meet the low-income criteria. In the rare circumstance where this is not the case, all program participants are seniors and therefore meet the qualifications as defined by CDBG.

Which measurable objectives does your program meet?

Objective #1: The program areas listed above will each achieve at least a 10% increase in duplicated services provided over the grant period.

Objective #2: The average score on self-reporting surveys for life satisfaction will rise 10% over the grant period.

Objective #3: The average score on self-reporting surveys for wellness will rise 10% over the grant period.

How will your program meet its goals in one year?

The City of Madera Senior Services Program will meet its goals by monitoring monthly meal consumption and quarterly reports that demonstrate goals and objectives are being met to ensure low and moderate-income persons are receiving meals, social interaction and recreation programming detailed in this grant application.

What financial resources, other than City are available for this program? Have applications for other funds been submitted? Explain. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

- 1) The Fresno Madera Area Agency on Aging (FMAAA) offers grant funding to help offset costs of senior services programs.
- 2) Some seniors make anonymous voluntary donations to the programs. The suggested donation is \$2.50/meal. Seniors are NOT denied a meal and City staff does not track who donates resources and who does not.
- 3) The City of Madera's General Fund.
- 4) Other fund-raising efforts occur periodically throughout the year; modest support of senior programs is achieved through fund-raising.

Describe in detail all proposed plans for fund raising for this program. What is the projected net income from fund raising? If net fund raising is not increasing, please explain (be specific).

Voluntary donations for the current fiscal year are projected to be shy of \$3,500. These voluntary contributions have declined significantly over the last several years and have not recovered in step with the economic recovery. City staff project \$8,000 in fundraising revenues for the upcoming fiscal year. The City's General Fund available to the Parks and Community Services Department has also decreased in step with the economic down-turn and has not recovered during the current up-turn. This reduction has impacted the service delivery plan for senior programs, while CDBG and FMAAA grant awards make continued programming possible.

What was done to receive public input/participation? Please provide details. What did the public input/participation identify? Include documentation of support for the proposal such as meeting minutes, letters and petitions.

The City of Madera surveys senior program participants annually and receives feedback from the City of Madera Vision 2025 subcommittee. These groups meet regularly to discuss various topics and to give valuable input on programs and services, including those for seniors. Survey results and community feedback data are analyzed, and program planning is implemented to meet the needs of participants as a direct result of feedback data.

The City of Madera has also hosted community meetings to seek feedback from seniors on the allocation of resources. Staff continues the practice of including participant feedback in program development. This occurs through formal evaluations and surveys as well as more casual conversation between staff and program participants. Valuable input from seniors continues to influence the provision of services. Seniors identified various areas of interest; the top three areas of requested change in the last survey are:

1. Increasing hours of operation at senior centers.
2. Increasing senior programming during added hours of operation.
3. Increasing healthy food choices in the meal program.

If service is offered outside the Madera city limits, include the list of funding sources and supporting documentation/letters of commitment that support these program services.

The City does not offer service outside the City limits.

When there is an overflow of clients, how is it determined whom to serve?

The City of Madera has not had an issue with an overflow of clients for the congregate meal program. The Home delivered meal program has a waiting list system in effect to serve the overflow of clients, additional resources helps to reduce the waiting list. We have increased the number of recreation and fitness programs to accommodate the increased interest, including additional and more regular field trips. Trips are offered on a first come/first served basis and they have filled up from time to time. When possible, a second bus is ordered.

Discuss your program's/project's successes.

The City offers programs benefitting many of Madera's seniors. Without the City's senior programs, many program participants would live in isolation without the guarantee of consuming at least one nutritious meal each day. The recreation and fitness component provide the opportunity for the senior to have social interaction, engagement, improved vitality and overall increased wellness. Our participants describe our senior programs as their home away from home and a reason to get up each morning, thus helping them with their overall mental health. Our services are nutritional, educational, and sometimes the only social connection a senior may have each day.

Discuss your program's/project's past performance (2011 to 2016).

The suite of programs provided by the City to seniors through CDBG resources has consistently met program goals and objectives in the 2011 to 2016 time-frame. The availability of CDBG funding has aided the City in providing tens of thousands of individual interactions with the community's senior citizens; be it providing a hot meal, an opportunity to dance or exercise, a sympathetic listening ear, or a referral to an outside service group or agency. Over the past five years, the City has provided a core of essential services such as the meal program and wellness activities; but at the same time, in consideration of requests from the client population, new activities and programs have been introduced. The City has always been cognizant of increasing its outreach to help underserved individuals in the community and CDBG resources have been leveraged year-over-year to increase both duplicated and unduplicated program participants.

Discuss how your program/project shall document that it provides either a new service or a quantifiable increase in the level of service.

New services are highlighted in the Parks & Community Services Activity Guide published twice yearly both in print and online versions. Intra-departmental weekly updates include a program attendance component. Any periodic reporting to internal or external CDBG program monitors will include documentation of new programs and attendance figures.

REFERENCES

Please provide the name, title, company/agency, phone and email address for three references.

Staff will contact references and obtain “Yes” and “No” responses for the following:

Was your experience working with this agency successful?

Have you seen at least one very successful project developed by this organization/agency?

Do you think they are doing a good job in Madera?

Name	Title	Company/Agency	Phone	Email Address
Linda Descoteaux	Administrative Manager	Fresno Madera Area Agency on Aging (FMAA)	559.600.4405	ldescoteaux@fmaaa.org
Peggy Mendibles	Compliance HR	SER-SCSEP	559.452.0881	pmendibles@sercalifornia.org
Mattie Mendez	Executive Director	Community Action Partnership of Madera County (CAPMC)	559.673.9173	mmendez@maderacap.org

Staff Work Experience

Mary Anne Seay, Parks & Community Services Director

Ms. Seay has 30 years of work in municipal parks departments. After graduating from California State University, Fresno with a BA in 1988, Seay began working for the City of Fresno's Parks & Recreation Department. She spent 18 years promoting from part-time to full-time to Supervisor and ultimately Manager. She accepted the Director position in the City of Madera in August of 2007.

During her 30 years of experience, she has worked as a: Program Coordinator providing direct service to seniors; Senior Program Monitor overseeing all reporting, Community Services Manager who oversaw a team that delivered service to 16 senior sites, and the Director in Madera.

Corinne Long-Folk, Recreation and Community Programs Coordinator

Corinne has worked for the City of Madera's Parks and Community Services Department in the Senior Section for 19 years. Corinne is responsible for programming, coordinating, and supervising senior staff and service programs.

During her 19 years, she has provided direct service to the seniors through the Madera Adult Day Care Center, Frank Bergon Senior Center and Pan American Community Center. Corinne is responsible for her budget along with monthly accurate reports to CDBG and Fresno Madera Agency on Aging (FMAAA).

Lauren Magdaleno, Recreation and Community Program Leader II

Lauren has been with the City of Madera's Parks and Community Services Department for 8 years. Lauren spent her first 5 years as a Recreation Program Leader I, then she was promoted to a Program Leader II for the senior program at the Frank Bergon Senior Center and has held that position for 3 years. Lauren oversees the day to day program at the senior center, insuring all policy and procedures are followed, helping seniors with information and assistance, monitoring the congregate meal, and preparing monthly reports.

Marcella Zamilpa, Recreation and Community Program Leader I

Marcella has been with the City of Madera for 3 years. She started as a volunteer for the congregate meal program, and later was hired to assist at the Frank Bergon Senior Center.

Marcella was promoted last year to a Program Leader II for the Pan American Community Center. She oversees the day to day program at the senior center, insuring all policy and procedures are followed, helping seniors with information and assistance, monitoring the congregate meal, and preparing monthly reports.

City of Madera – Parks & Community Services

Visitation Checklist

Community Services Division

Facility:		Program:	
Date:		Staff Present:	
Time:		Report By:	
# of Participants			
PERSONNEL (Staff was where they were schedule to be, doing what they were scheduled to do)		FORMS (Staff was able to locate forms at the facility and were aware of their intended use)	
All scheduled employees were present		Activity calendar posted	
Employees were on time		Attendance Form (up to date)	
Employees were in appropriate attire/uniform		Department Mission Statement and Core Values posted	
Employees were leading calendared activities		Incident reports on file	
Employees were working to achieve objectives		Accident reports on file	
Employees were engaged with program participants		Rules Posted	
Employees appeared organized		Other Required Forms:	
Employees had the supplies they needed			
FACILITY (The facility is well maintained)			
The exterior of the Facility was neat and orderly			
Landscape and parking lot was neat and orderly			
Interior of the Facility was neat and orderly		SAFETY (Safety policies and procedures were observed)	
Furniture was neat and orderly		Staff Exhibited basic safety principles	
Bathrooms were clean and stocked		Fire extinguisher current	
Other Facility issues: (please note that facility issues need to be reported to appropriate staff)		Injury and Illness Plan available	
		Appropriate postings of required safety procedures	
		First Aid Kit up to date	
		Other safety concerns or issues: (please note that safety issues need to be reported to appropriate staff immediately)	
CORE VALUES (To the extent possible, please identify whether the staff exhibited the departments core values)			
Service			
Integrity			
Accountability			
Teamwork			
NOTES & OBSERVATIONS (Use this space to highlight the positives you noted during this visitation. Also, use the space below share information that might help the PCS team deliver higher quality service to our program participants.			
Employee(s) Signature(s):		Supervisor Signature:	

City of Madera
Part Time Employee Performance Rating Form

LAST NAME	FIRST NAME	ID#	RANGE/STEP	PURPOSE OF REPORT
				() Annual Performance Evaluation
				() Merit Increase
				() Other _____
DEPARTMENT Parks & CS	POSITION TITLE Program Leader II	EVALUATION DATES (From - To) (___/___/___) - (___/___/___)		

PERFORMANCE FACTORS

(Refer to back of sheet for explanation of ratings)

	UNSATISFACTORY	SATISFACTORY	GOOD	SUPERIOR
1. Skill Level/ Job Knowledge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Quality and Accuracy of Work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Customer Service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Attendance/ Punctuality/ Dependability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Safety Procedure/ Awareness	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Initiative, Judgment and Responsibility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Appropriate Work Attire	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Technology/ Software/ Equipment Knowledge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Program Registration, Records and Reports	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Program Development	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SUPERVISOR'S COMMENTS:

EMPLOYEE COMMENTS: Yes No (Employee comments are optional, please check appropriate box):

If employee **does not** agree with the evaluation he/she may submit a written response (no later than 10 working days after review) for inclusion in their Personnel File.

SIGNATURE OF RATER (Immediate Supervisor)	()	I HAVE DISCUSSED THE ABOVE WITH THE EMPLOYEE AND EXPLAINED THE RATING & REMARKS
DATE		
EMPLOYEE SIGNATURE	()	I HAVE DISCUSSED THE ABOVE RATING WITH MY SUPERVISOR
DATE	()	I HAVE REVIEWED THIS REPORT, MY SIGNATURE DOES NOT NECESSARILY IMPLY AGREEMENT WITH ALL ITEMS MARKED.
DEPARTMENT HEAD SIGNATURE	()	I CONCUR WITH RATING
DATE	()	I DO NOT CONCUR WITH RATING
CITY MANAGER SIGNATURE	()	REVIEWED BY CITY MANAGER
DATE		

City of Madera – FRANK BERGON SENIOR CENTER

Senior Program Survey- 50 people surveyed

January 2019

Please fill out this short survey to help us meet your needs more effectively and efficiently. We thank you in advance and appreciate your input and feedback.

1. I come to the Senior Center primarily for the?

- a) Socialization 7
- b) Nutritious Meal 4
- c) Recreation Programs (i.e., dances, bingo, trips, exercise, computers, etc.) 8
- d) All of the above 33

2. How often do you visit the Senior Center?

- a) Once a week 2
- b) 2 to 3 times a week 32
- c) 4 to 5 times a week 16

3. Please rate senior program staff (Only circle one)?

- a) Excellent 31
- b) Satisfied 16
- c) Needs Improvement 2
- d) Poor If Poor, Why? _____

4. Please rate the senior program meals (Only circle one).

- a) Excellent 11
- b) Satisfied 24
- c) Needs Improvement 11
- d) Poor 2 If Poor, Why? _____

5. Please rate the senior recreation programs (Only circle one).

- a) Excellent 16
- b) Satisfied 31
- c) Needs Improvement 2
- d) Poor 1 If Poor, Why? _____

6. Have you taken advantage of the senior trips offered?

- a) Yes 32
- b) No 18 If No, Why? Busy-11 Walking – 3 No Money - 1

7. Are there additional programs or services you would like to see offered by The City of Madera Parks and Community Services Department?

8.

Fitness Program-1, Holiday Crafts – 1, Bingo on Tuesday – 4

9. What is your age? (Circle One)

50-60yrs	60-70yrs	70-80yrs	80-90yrs	90yrs+
8	14	12	14	1

City of Madera – PAN AMERICAN COMMUNITY CENTER

Senior Program Survey – 31 people surveyed

January 2019

Please fill out this short survey to help us meet your needs more effectively and efficiently. We thank you in advance and appreciate your input and feedback.

1. I come to the Senior Center primarily for the?

- a) Socialization 4
- b) Nutritious Meal 4
- c) Recreation Programs (i.e., dances, bingo, trips, exercise, computers, etc.) 7
- d) All of the above 17

2. How often do you visit the Senior Center?

- a) Once a week 7
- b) 2 to 3 times a week 12
- c) 4 to 5 times a week 12

3. Please rate senior program staff (Only circle one)?

- a) Excellent 21
- b) Satisfied 6
- c) Needs Improvement 3
- d) Poor If Poor, Why? _____

4. Please rate the senior program meals (Only circle one).

- a) Excellent 10
- b) Satisfied 11
- c) Needs Improvement 4
- d) Poor If Poor, Why? _____

5. Please rate the senior recreation programs (Only circle one).

- a) Excellent 14
- b) Satisfied 8
- c) Needs Improvement 5
- d) Poor If Poor, Why? _____

6. Have you taken advantage of the senior trips offered?

- a) Yes 13
- b) No 17 If No, Why? Busy-1, Walking-1, No Money-11, More Trips-1

7. Are there additional programs or services you would like to see offered by The City of Madera Parks and Community Services Department?

More Crafts-1, More Dancing-1, Sugar Free Desserts-1, Movies-2

8. What is your age? (Circle One)

50-60yrs	60-70yrs	70-80yrs	80-90yrs	90yrs+
1	9	9	8	0



Agency on Aging Serving Fresno & Madera

Connecting the Community

March 5, 2019

To Whom It May Concern:

We are providing this letter in support of the City of Madera's application for a Community Development Block Grant.

We have partnered with the City of Madera for over two decades to bring the Elderly Nutrition Program to the City's older residents. The City provides nutrition site management for our program at the Frank Bergon Senior Center and the Pan American Community Center, and assesses and enrolls older individuals who are homebound for home-delivered meals. The City fully cooperates with the contract monitoring process and consistently complies with the terms of our contracts. The City has proven to be an effective and successful partner in provision of nutrition services for older adults.

The City's older adults not only benefit from our nutrition program, but also the adjunct activities conducted at the nutrition sites, such as exercise classes, field trips, and card and board games. The City also recognizes older adults through special events, such as the annual barbecue for seniors in May and the annual senior celebration event in September, both held at Rotary Park. Although our agency does not fund these activities, we recognize and appreciate the City's dedication to the well-being of its older residents.

We are hopeful that the City's proposal for funding is granted. Please contact us at (559) 600-4405 if any additional information is needed.

Sincerely,

Jean Robinson
Executive Director

3837 N. Clark St. • Fresno, CA 93726

Senior Information: Ph 559.600.4405 • Fax 559.243.5651 • Email: services@fmaaa.org
Administration/Finance: Ph 559.600.4405 • Fax 559.243.5918 • Email: admin@fmaaa.org
Toll Free 800.510.2020 • Website: www.fmaaa.org

FMB 2-27-19

I come to the Bergon Senior Center 3 to 4 times a week. I play Bingo and sing Karaoke. I enjoy visiting with everyone and enjoy our lunches. The center keeps me from sitting at home all day in front of the TV. I have made many wonderful friends here! Your staff is wonderful, very helpful and good to us seniors.

PS Without the center a lot of people would be very lonely!

Thank You,
Linda White

To who I may concern :

FAB

I come to the center to make my life better; I come to socialize.

I use the computers to help my english. with out the center I would not have anywhere to go. It make me feel welcomed.

Guadalupe López

PAC

To Whom It May Concern, 2/22/19

I'm glad that we were asked to express our thoughts about the Senior center.

I appreciate it's function. It is a good connection for all of the Seniors in Madera.

I have helped older ones to get their bus tickets, which they appreciate very much.

I have also enjoyed the trips that are announced in advance on their bulletin board.

I also enjoy their gym area. It is excellent for walking. It is a safe place to walk and get our exercise.

There are so many function that take place all month. I know that many enjoy and benefit from playing games and using the computers.

Many seniors also benefit from the deliveries that the food bank makes.

The staff that work at these high-functioning places, are very nice. They deal well with the seniors.

I hope the Center (Pan Am) will be here for many more years to come 😊

Wadnie Junoke - age 70 years

PAC

Friday Feb 22/19

To Whom it may concern
I really enjoy coming to
the Pan American Center for
the senior program.

The staff here is very
nice and helpful.

The variety of events (outings)
and indoor activities are a
lot of fun.

The menus are good and
nutrition conscious.

I love coloring, because I am
an artist.

The computers are a big
help for times when I need
to do research.

The Kereoke is fabulous, and
the dances are fun too.

Pablo's magic is so much
fun.

Thank you for providing
a well planned program
for senior citizens... It is so
helpful and reduces the
senior's tendency to staying
home and isolating. Thank you.

To Who it May Concern

My Name is Beruto Juarez I'm 70 years old and I have been coming to the center for three years and it ~~was~~ wasn't for the center I would be at home all by myself I go between the Pan and Bergen center so I appreciate both of the center

Thank You
For all you
do for us
Beruto Juarez

P.S. I joined three years ago with a Dear friend passed away and now My Mother and I know that I have the support of both of the friend in both center
Thank You
Beruto Juarez

PAC

To whom you may concern

I wish to express the enjoyment

I get singing, and developing

friendships with the people that

gather at the Pan Am center.

The fact that there is food and

other activities here, makes coming

here an opportunity for so many people

to have something meaningful to

do with their time.

Dexter Young

Feb 25, 2019 PAC

My name is Vida and I come to the Pan Am Center every day. I enjoy the atmosphere here and the food. Sometimes I don't have food at home and this gives me another place to get my needs met. The place is always clean and ~~sanitary~~ I have fun with the other people and listen to music which is enjoyable to watch as they sing & sometimes dance. Hope this continues for a long time.

Vida Frangel

TO WHOM IT MAY CONCERN:

PAC

PAN AM SENIOR CENTER

- A PLACE TO CONNECT WITH PEOPLE THE SAME AGE AS YOURSELF AND THE SAME CONCERNS
- A PLACE TO ESCAPE OUR VALLEY HEAT + COLA AND RAINY WINTERS
- CONNECT WITH SERVICES FOR SENIORS
- USE OF COMPUTERS FOR EDUCATION + AMUSEMENT
- COMPUTER CLASSES FOR SENIORS
- NUTRITION CLASSES AS WELL AS COOKING DEMONSTRATIONS
- COPING + FAXING SERVICES
- BUS PASSES AS WELL AS BUS TRIPS TO POINTS OF INTEREST IN OUR AREA
- EXERCISE CLASSES
- DANCES FOR SENIORS
- WEIGHT ROOM
- INDOOR BASKETBALL COURT
- HOT COFFEE + SWEET SNACK
- CLEAN RESTROOMS
- A BETTER AND MORE VARIED LUNCH THAN YOU COULD COOK FOR YOURSELF
- A FRIENDLY STAFF
- BOOKS, MAGAZINES, T.V.
- IN SHORT A PLACE THAT DOES MORE FOR SENIORS THAN ANY OTHER PLACE AND AROUND TO BELONG TO IT.

Eel Pompeo

PAC

— JESÚS LUERANO —

Quiero felicitar a este centro comunitario del "Panamá", por todo el bien que están haciendo, en beneficio de toda la Comunidad de "Madera", por sus atenciones, sus servicios, su comida y en forma especial por el entretenimiento con el Programa del "Karaoke" y a que es admirable que gente de 90 años toman el micrófono y enseñan esas ganas enormes de continuar en esta "vida", Felicitaciones de nuevo y suplicándoles que continúen por este camino para gusto de todos nosotros.

GRACIAS

A handwritten signature in black ink, appearing to read "Jesús Luerano", written over a diagonal line.

PAC

Feb. 22-19

yo Lucy Garcia.

me gusta venir aqui (Pan America)
para convivir con mis amistades
disfruto mucho el ambiente
de todas las personas, sobre todo
con el ambiente que tienen
cuando están, se siente uno
contento y feliz y sobre todo muy bien
atendidos y la comida que sirven con
mucho cariño

así que muchas gracias
por estar aquí
Lucy Garcia
thanks

2-27-19

Jo, which might concern:

I come here on Tuesday and Thursday I enjoy the art coloring class, on Tuesday it's relaxing. Thursdays I enjoy the Karaoke, I don't sing myself but I surely enjoy the singing. There are a lot of talented singers here at The Bergen Center. I don't enjoy Bingo so I don't come here Mondays, Wednesdays and Fridays but it is popular here. Those days I have the option to go to Pan Am, I enjoy the company of the ladies here. I also enjoy the Senior Dances sometimes dancing sometimes watching. I enjoy the Band week with the Potluck as I love to cook. The week of the U.G. is my favorite because in between his music he plays requests. I love to hear songs from the 50's and 60's, Country Western and Oldies. I've noticed that a lot of Seniors come here because they have nowhere else to go. It's great because it gets them out of their house to mingle with their peers. I enjoy spending time with them. They have so many important stories to tell. Well I will close for now. I'm also glad to come here because I wasn't raised here in Madera and I get to get out and mingle with my peers also.

My deepest respect E.P.

To whom it may concern,

I come to Frank Bergon Senior Center to talk, socialize with friends. I in joy the lunch serves it has to offer. It helps food give away and snacks helps me get through the month. I in joy listen to the karaoke.

Sign:

Rose Diaz U

Frank Bergon senior center

Hello let me endues myself My name is Rickie A Spradlin I just turned sixty years of age as of feb.09.1959 & it is grate of the City of Madera to A safe place for provide A to keep up social skills and being able to make new friends the staff showed me A lot for grace for I was 59 nigh & A haft I thank the city of

Madera

The male was not expected the dose mean A lot to me & other of the older member of our community the days that I come in; well I can just say it all almost like home, the rescors here help direct me into finding housing too the bingo go is fun the pool table is grate that just sums it up for the Frank Fergon senior center

Sinisterly yours Rickie A Spradlin

A handwritten signature in cursive script that reads "Rickie A Spradlin". The signature is written in black ink and is positioned below the typed name.

Mi nombre es TERESA Maldonado
estoy viniendo al centro por casi tres años
me gusta compartir con amigos, tomando
un café con un pancito, me gusta la
comida unos días mas que otros, También
estoy agradecida por los tickets para
el bus y también me gusta los días
que hay Karaoke nos divertimos mucho

GRACIAS

2/21/19

Teresa Maldonado

Salvador Garibay -
dise que aquí todo está -
perfecto.

La comida muy sabrosa -
El personal muy amable y todos los que
asisten a este lugar muy buenos Amigos
muchas Gracias

2-25-19

To whom it may concern:

I enjoy coming to Pan American Senior center because I love attending the English classes that is offered at the center. In addition, Pan American provides a variety of activities that I enjoy and love to participate. Lastly, I also enjoy eating the senior meals.

Sincerely,

María Ramon

8-27-19

To whowit may concern

I Gboria Enjoy coming to the center to talk & meet ^{pep} peplep
And also to Enjoy my lunch 😊

Gloria D.

I COME to The Center, TO TALK
TO my Friends, AND ENJOY COFFEE.

Frank Rodriguez

2-22-99

I enjoy coming and have the opportunity to make new friends. Also the activities are rewarding especially KARAOKE.

The field trips to the casinos and museums are educational. The dances are also very enjoyable.

The meals could have more variety and cater a bit to diabetics.

We should see the directors more often. They don't make appearances too often.

Personnel at each center are very kind and helpful and others are different.

They try to cater to each ones needs and ways.

Carrie Brumby

The people are nice
here! I like to work here
for them, and I have a
great boss!

Thanks

May B.

2/22/19

To whom It My Creem

I enjoy eating lunch
with the other SENI-
ors Also the activities

Sincerely
Janis Jones

2-23-2019

I come to enjoy The company of my
Senior Friends, And The Food is OK.

Those Field Trips, And of course The
music And Repoque.

C. Martinez

I Rosie really enjoy coming to seniors at Pan America because I get to socialize with friends. I also like all the fun activities they have for us. The food that we get for lunch is also very good.

Rosie D. Valdez

Don Martines

2/25/19

Enjoy coming to Senior
Center. Talking with my friends.

I am new to the center.

I am glad that I discovered this center because it allows me to socialize and also eat a balanced meal. At home alone you do not always eat properly. Being alone can be so depressing at times. This is a good idea for seniors to have a place to go to for meeting friends, and to enjoy a day.

Mary Velasquez

Exhibit B

INCOME SOURCE	AMOUNT	
CITY	156,157	
UNITED WAY	0	
STATE (SPECIFY)	0	
FEDERAL (SPECIFY)	24,000	
SERVICE FEES	0	
FUND RAISING	1,500	
DONATIONS	2,500	
RESERVE/CONTINGENCY		
OTHER (CDBG)	39,238	
TOTAL BUDGET	223,395	
SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	126,448
BENEFITS	0150	4,1054
SERVICES & SUPPLIES		25,500
INSURANCE	0200	325
COMMUNICATIONS	0250	3,500
CONSULTANT SERVICES	0300	1,000
OFFICE EXPENSE	0350	700
OFFICE RENTAL	0400	
EQUIPMENT RENTAL	0450	
UTILITIES	0500	1,200
TRAVEL (ADMIN.)	0550	200
FOOD SUPPLIES	0600	2,000
CONTRACTS	0650	15,000
TRANSPORTATION	0700	3,968
FUND RAISING	0750	2,500
TOTAL		223,395

Exhibit C

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

- A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h)); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).
- B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.
- C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.
- D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).
- E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).
- F. Bidding requirements contained in the California Public Contracts Code.
- G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- H. Provisions of the California Water Code Section 55350 et. sequens.
- I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.

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- K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.
- L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.
- M. The lead based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).
- N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.
- O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.
- P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.
- Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).
- R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.
- S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.
- T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

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- U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.
- V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.
- W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.
- X. The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.
- Y. All contracts shall include a “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions” as required by 29 CFR Part 98.

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U.S. Department of Housing and Urban Development
COMMUNITY PLANNING AND DEVELOPMENT

Special Attention of:

All Secretary's Representatives
All State/Area Coordinators
All CPD Office Directors
All FHEO Field Offices
All CDBG Grantees

Notice CPD- 00-10

Issued: December 26, 2000
Expires: December 26, 2001

Subject: Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds -- Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act

I. Purpose

The purpose of this Notice is to remind recipients of Federal funds under the Community Development Block Grant (CDBG) Program of their obligation to comply with Section 504 of the Rehabilitation Act of 1973, HUD's implementing regulations (24 CFR Part 8), the Americans with Disabilities Act, (ADA) and its implementing regulations, (28 CFR Parts 35, 36), and the Architectural Barriers Act (ABA) and its implementing regulations (24 CFR Parts 40, 41) in connection with recipients' non-housing programs. This Notice describes key compliance elements for non-housing programs and facilities assisted under the CDBG programs. However, recipients should review the specific provisions of the ADA, Section 504, the ABA, and their implementing regulations in order to assure that their programs are administered in full compliance.

Applicability

This Notice applies to all non-housing programs and facilities assisted with Community Development Block Grant Funds (e.g. public facilities and public improvements, commercial buildings, office buildings, and other non-residential buildings) and facilities in which CDBG activities are undertaken (e.g., public services). A separate Notice is being issued concerning Federal accessibility requirements for housing programs assisted by recipients of CDBG and HOME program funds.

II. Section 504 of the Rehabilitation Act of 1973

Section 504 of the Rehabilitation Act of 1973, as amended, provides "No otherwise qualified individual with a disability in the United States ... shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance...". HUD's regulations implementing the Section 504 requirements can be found at 24 CFR Part 8.

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Part 8 requires that recipients ensure that their programs are accessible to and usable by persons with disabilities. Part 8 also prohibits recipients from employment discrimination based upon disability.

The Section 504 regulations define "recipient" as any State or its political subdivision, any instrumentality of a State or its political subdivision, any public or private agency, institution organization, or other entity or any person to which Federal financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignee, or transferee of a recipient, but excluding the ultimate beneficiary of the assistance. (24 CFR §8.3) For the purposes of Part 8, recipients include States and localities that are grantees and subgrantees under the CDBG program, their subrecipients, community-based development organizations, businesses, and any other entity that receives CDBG assistance, but not low and moderate income beneficiaries of the program. CDBG grantees are responsible for establishing policies and practices that they will use to monitor compliance of all covered programs, activities, or work performed by their subrecipients, contractors, subcontractors, management agents, etc.

Non-housing Programs

New Construction -- Part 8 requires that new non-housing facilities constructed by recipients of Federal financial assistance shall be designed and constructed to be readily accessible to and usable by persons with disabilities. (24 CFR §8.21(a))

Alterations to facilities -- Part 8 requires to the maximum extent feasible, that recipients make alterations to existing non-housing facilities to ensure that such facilities are readily accessible to and usable by individuals with disabilities. An element of an existing non-housing facility need not be made accessible, if doing so, would impose undue financial and administrative burdens on the operation of the recipients program or activity. (24 CFR §8.21 (b))

Existing non-housing facilities - A recipient is obligated to operate each non-housing program or activity so that, when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. (24 CFR §8.21 (c))

Recipients are not necessarily required to make each of their existing non-housing facilities accessible to and usable by persons with disabilities if when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities. 24 CFR §8.21(c)(1) Recipients are also not required to take any action that they can demonstrate would result in a fundamental alteration in the nature of its program or activity or cause an undue administrative and financial burden. However, recipients are still required to take other actions that would not result in such alterations, but would nevertheless ensure that persons with disabilities receive the benefits and services of the program. (24 CFR §8.21(c)(iii))

Historic Preservation - Recipients are not required to take any actions that would result in a substantial impairment of significant historic features of an historic property, However, in such cases where a physical alteration is not required, the recipient is still obligated to use alternative means to achieve program accessibility, including using audio-visual materials and devices to depict those portions of

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an historic property that cannot be made accessible, assigning persons to guide persons with disabilities into or through portions of historic properties that cannot be made accessible, or otherwise adopting other innovative methods so that individuals with disabilities can still benefit from the program. (24CFR §8.21(c)(2)(ii))

Accessibility Standards

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities.

Recipients may depart from particular technical and scoping requirements of UFAS where substantially equivalent or greater accessibility and usability is provided. (24 CFR §8.32) For copies of UFAS, contact the HUD Distribution Center at 1-800-767-7468; deaf, hard of hearing, or speech-impaired persons may access this number via TTY by calling the Federal Information Relay Service at 1-800-877-8339.

Where a property is subject to more than one law or accessibility standard, it is necessary to comply with all applicable requirements. In some cases, it may be possible to do this by complying with the stricter requirement, however, it is also important to ensure that meeting the stricter requirement also meets both the scoping and technical requirements of overlapping laws or standards.

Employment

Section 504 also prohibits discrimination based upon disability in employment. See 24 CFR Part 8, Subpart B.

Section 504 Self Evaluations

The Section 504 regulations required recipients of Federal financial assistance to conduct a self-evaluation of their policies and practices to determine if they were consistent with the law's requirements. This self evaluation was to have been completed no later than July 11, 1989. Title II of the ADA imposed this requirement on all covered public entities. The ADA regulations required that ADA self evaluations be completed by January 26, 1993, although those public entities that had already performed a Section 504 self evaluation were only required to perform a self-evaluation on those policies and practices that had not been included in the Section 504 review.

The regulatory deadlines are long past. However, self-evaluation continues to be an excellent management tool for ensuring that a recipient's current policies and procedures comply with the requirements of Section 504 and the ADA.

Involving persons with disabilities in the self-evaluation process is very beneficial. This will assure the most meaningful result for both the recipient and for persons with disabilities who participate in the recipient's programs and activities. It is important to involve persons and/or organizations representing persons with disabilities, and agencies or other experts who work regularly with accessibility standards.

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Important steps in conducting a self-evaluation and implementing its results include the following:

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face, but may have a discriminatory effect on individuals with disabilities.
- Modify any policies and practices that are not or may not be in compliance with Section 504 or Title II and Title III of the ADA regulations. (See 24 CFR Part 8 and 28 CFR Parts 35, 36.)
- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.
- Document the self-evaluation process and activities. The Department recommends that all recipients keep the self-evaluation on file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps, as an aid to meeting the requirement at 24 CFR Part 8.55.

The Department also recommends that recipients periodically update the self-evaluation, particularly, for example, if there have been changes in the programs and services of the agency. In addition, public entities covered by Title II of the ADA should review any policies and practices that were not included in their Section 504 self-evaluation and should modify discriminatory policies and practices accordingly.

III. The Americans With Disabilities Act of 1990

The Americans With Disabilities Act of 1990 (ADA) guarantees equal opportunities for persons with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. Unlike Section 504 which applies only to programs and activities receiving Federal financial assistance, the ADA applies even if no Federal financial assistance is given.

The U.S. Department of Justice enforces Titles I, II, and III of the ADA, although the Equal Employment Opportunity Commission investigates administrative complaints involving Title I.

Title I prohibits discrimination in employment based upon disability. The regulations implementing Title I are found at 29 CFR Part 1630. The Equal Employment Opportunity Commission (EEOC) offers technical assistance on the ADA provisions applying to employment.

These can be obtained at the EEOC web site www.eeoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

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Title II prohibits discrimination based on disability by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, local governments and other entities that do not receive Federal financial assistance from HUD or another Federal agency. CDBG grantees are covered by both Title II and Section 504. The Department of Justice Title II regulations are found at 28 CFR Part 35.

Title II also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. (28 CFR §35.151 (a) & (b)) Facilities constructed or altered in conformance with either UFAS or the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the Title II Accessibility requirements, except that the elevator exemption contained at section 4.1.3(5) and section 4.1.6(1)(j) of ADAAG shall not apply. (28CFR §35.151 (c))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered street level pedestrian walkways must have curb ramps at intersections . Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways. (28CFR §35.151 (e))

The Title II regulations required that by January 26, 1993, public entities (State or local governments) conduct a self-evaluation to review their current policies and practices to identify and correct any requirements that were not consistent with the regulation. Public entities that employed more than 50 persons were required to maintain their self-evaluations on file and make it available for three years. If a public entity had already completed a self-evaluation under Section 504 of the Rehabilitation Act, then the ADA only required it to do a self-evaluation of those policies and practices that were not included in the previous self-evaluation. (28 CFR §35.105)

The Department of Justice offers technical assistance on Title II through its web page at www.usdoj.gov/crt/ada/taprogram.htm, and through its ADA Information Line, at **202 514-0301 (voice and 202-514-0383 (TTY))**. The Department of Justice's technical assistance materials include among others, the Title II Technical Assistance Manual with Yearly Supplements, the ADA guide for Small Towns, and an ADA Guide entitled The ADA and City Governments: Common Problems.

Title III prohibits discrimination based upon disability in places of public accommodation (businesses and non-profit agencies that serve the public) and "commercial" facilities (other businesses). It applies regardless of whether the public accommodation or commercial facility is operated by a private or public entity, or by a for profit or not for profit business. The Department of Justice Title III regulations are found at 28 CFR Part 36. The Department of Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

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Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

IV. The Architectural Barriers Act of 1968

The Architectural Barriers Act of 1968 (ABA) (42 U.S.C. 4151-4157) requires that certain buildings financed with Federal funds must be designed, constructed, or altered in accordance with standards that ensure accessibility for persons with physical disabilities. The ABA covers any building or facility financed in whole or in part with Federal funds, except privately-owned residential structures. Covered buildings and facilities designed, constructed, or altered with CDBG funds are subject to the ABA and must comply with the Uniform Federal Accessibility Standards (UFAS). (24 CFR 570.614) In practice, buildings built to meet the requirements of Section 504 and the ADA, will conform to the requirements of the ABA.

V. HUD Resources Available Concerning Section 504

Further information concerning compliance with Section 504 may be obtained through the HUD web page (<http://www.hud.gov/fhe/504/sect504.html>). Additional assistance and information may be obtained by contacting the local Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity field office. Below is a list of the phone numbers for these offices.

	<u>CPD</u>	<u>FHEO</u>
Boston, MA	617 565-5345	617 565-5310
Hartford, CT	806 240-4800 x3059	860 240-4800
New York, NY	212 264-0771 x3422	212 264-1290
Buffalo, NY	716 551-5755 x5800	716 551-5755
Newark, NJ	973 622-7900 x3300	973 622-7900
Philadelphia, PA	215 656-0624 x3201	215 656-0661
Pittsburgh, PA	412 644-2999	412 355-3167
Baltimore, MD	410 962-2520 x3071	410 962-2520
Richmond, VA	804 278-4503 x3229	804 278-4504
Washington, DC	202 275-0994 x3163	202 275-0848
Atlanta, GA	404 331-5001 x2449	404 331-1798
Birmingham, AL	205 290-7630 x1027	205 290-7630
South Florida	305 536-4431 x2223	305 536-4479
Jacksonville, FL	904 232-1777 x2136	904 232-1777
San Juan, PR	787 766-5400 x2005	787 766-5400
Louisville, KY	502 582-6163 x214	502 582-6163 x230
Jackson, MS	601 965-4700 x3140	601 965-4700 x2435
Knoxville, TN	865 545-4391 x121	865 545-4379
Greensboro, NC	336 547-4005	336 547-4050
Columbia, SC	803 765-5564	803 765-5936
Chicago, IL	312 353-1696 x2702	312 353-7776
Minneapolis, MN	612 370-3019 x2107	612 370-3185

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Detroit, MI	313 226-7908 x8055	313 226-6280
Milwaukee, WI	414 297-3214 x8100	414 297-3214
Columbus, OH	614 469-5737 x8240	614 469-5737 x8170
Indianapolis, IN	317 226-6303 x6790	317 226-7654
Little Rock, AK	501 324-6375	501 324-6296
Oklahoma City, OK	405 553-7569	405 553-7426
Kansas City, KS	913 551-5485	913 551-5834
Omaha, NE	402 492-3181	402 492-3109
St. Louis, MO	314 539-6524	314 539-6327
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New Orleans, LA	504 589-7212 x3047	504 589-7219
Fort Worth, TX	817 978-5934 x5951	817 978-5870
San Antonio, TX	210 475-6820 x2293	210 475-6885
Albuquerque, NM	505 346-7271 x7361	505 346-7327
Denver, CO	303 672-5414 x1326	303 672-5437
San Francisco, CA	415 436-6597	415 436-6569
Los Angeles, CA	213 894-8000 x3300	213 894-8000 x3400
Honolulu, HI	808 522-8180 x264	808 522-8180
Phoenix, AZ	602 379-4754	602 379-6699 5261
Seattle, WA	206 220-5150 x3606	206 220-5170
Portland, OR	503 326-7018	503 326-3349
Manchester, NH	603 666-7640 x7633	
Anchorage, AK	907 271-3669	
Houston, TX		713 313-2274

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